

JUDGE SULLIVAN

Christopher M. Schierloh (CS-6644)
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08 CIV 4184

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

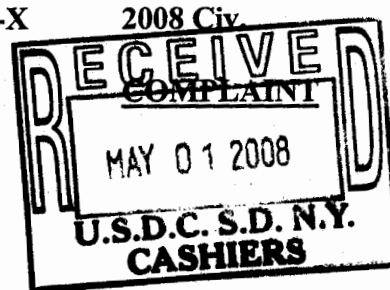
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FIREMAN'S FUND INSURANCE COMPANY
a/s/o PALL CORPORATION,

Plaintiff,

- against -

EXEL GLOBAL LOGISTICS, INC. and DHL
GLOBAL FORWARDING,

Defendants.
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Plaintiff, FIREMAN'S FUND INSURANCE COMPANY, by its attorneys, Casey & Barnett, LLC, for its Complaint alleges upon information and belief as follows:

1. This action arises out of the Warsaw Convention, a Treaty to which the United States is a signatory. The Court has jurisdiction pursuant to 28 U.S.C. § 1331.

2. Plaintiff, Fireman's Fund Insurance Company (hereinafter "FFIC") was and is a corporation organized and existing by virtue of the laws of a foreign state with an office and place of business located at 1 Chase Manhattan Plaza, 37th Floor, New York, New York 10005 and is the subrogated cargo insurer of a certain consignment of filter equipments owned by Pall Corporation, as more fully described below.

3. Defendant, Exel Global Logistics, Inc. was and is a corporation with an office and place of business located at 570 Polaris Parkway, Westerville, Ohio 43082 and at all relevant times was and is doing business within the jurisdiction of this Honorable Court.

4. Defendant, DHL Global Forwarding, was and is a corporation with an office and place of business located at 535 Connecticut Avenue, Norwalk, Connecticut 06854 and at all relevant times was and is doing business within the jurisdiction of this Honorable Court.

5. This is a claim for damages sustained during transit to a consignment consisting of 48 packages of filter equipment, with a weight of 5,000 kg, which were delivered to Exel Global Logistics, Inc. and/or their agents in good order and condition in Springfield Gardens, New York for air carriage to Devon, England, pursuant to Exel Global Logistics airway bill number NYC01-419497 dated May 1, 2006 and Master Airway Bill number 932-9482-6830 dated May 1, 2006.

6. When the cargo arrived in Devon, England on or about June 21, 2006, several weeks after its intended delivery, 18 packages of filter equipment were found to have suffered physical and wetting damages.

7. The damage to the aforementioned filters was caused solely by the negligence, carelessness, and/or breach of contract of the defendants, their employees, contractors, agents and servants, without any fault on the part of the plaintiff.

8. In accordance with the provisions of the Warsaw Convention, written notice of the loss was provided to defendants within the time set forth in the Convention.

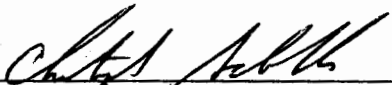
9. Plaintiff sues on its own behalf and as agent and trustee on behalf of any other person or parties who may now have or hereinafter acquire an interest in this action.

10. By reason of the forgoing, plaintiff has been damaged in the amount of \$18,508.56 as nearly as presently can be estimated; no part of which has been paid, although duly demanded.

WHEREFORE, plaintiff respectfully demands judgment in the amount of \$18,508.56, together with interest, costs, and disbursements, and such other and further relief as to the Court appears just and proper.

Dated: New York, New York
May 1, 2008
299-660

CASEY & BARNETT, LLC
Attorneys for Plaintiff

By: 
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